Memorandum of Understanding (MoU)

This MoU is entered into on the 6th July 2023 between:

Vasundhara, a society registered under the Societies Registration Act XXI, 1860 with Registration No. 4547-470 of 1992-93 and having its Registered Office at Plot No. 1731/C, Dash Mohapatra, Post - KIIT Campus, Bhubaneswar -751024, which expression shall unless repugnant to the context and meaning thereof, mean and include its successors, administrators, heirs, assigns and nominees of FIRST PART represented by its Executive Director, Y. Giri Rao

AND

Fakir Mohan University, established by the Government of Odisha, under Section 32 of the Odisha Universities Act, 1989 (Act 5 of 1989), notified by the Government's Notification No. 973 dated 3rd July, 1999 and having its campus at Vyasa Vihar, Vyasa Vihar, Nupadhi, Balasore-75608, which expression shall unless repugnant to the context and meaning thereof, mean and include its successors, administrators, heirs, assigns and nominees of SECOND PART represented by its Registrar, Mrs. Kukumina Das

Vasundhara and Fakir Mohan University are hereinafter collectively referred to as Parties.

Background of this MoU

Vasundhara is a policy research and action organization working in the areas of natural resources governance, conservation and sustainable rural livelihoods issues
in Odisha. Since more than two decades Vasundhara has been working towards creating conditions to ensure ecologically sustainable and equitable development through addressing the marginalization of communities dependent on forests for their lives and livelihoods. Vasundhara began with a focus to support and strengthen self-initiated community forestry groups – conserving and managing community forests in Odisha.

Over the years, Vasundhara's work with communities has expanded to have greater focus on rights of tribal and other forest dependent communities on Community Forest Rights as envisaged under Forest Rights Act 2006. Vasundhara perceives its role as a process facilitator and catalyst in developing a supportive and enabling environment for Community Based Natural Resource Governance. Equally important has been its role in building local capacities to strive for changes in the direction of sustainability and democratization of natural resource governance and socially just & ecologically sustainable development.

Besides Odisha, Vasundhara has been working with various networks of Civil Society Organizations, Peoples' Forums, Academic Institutions in the States of Jharkhand, Madhya Pradesh, Chhattisgarh, Maharashtra, Andhra Pradesh, Telangana, devoted to building skills and capacity on forest conservation and livelihood security. Vasundhara also extends training and research support to various State and Central Governments on effective implementation of the Forest Rights Act, 2006 (Act of 2005), Biodiversity Diversity Act, 2002, PESA Act, 1996, Indian Forest Act, 1972, Forest (Conservation) Act, 1980 and other environmental legislations. The basic premise of working on these legislations is strengthening community conservation efforts within and outside the State of Odisha.

To enrich our understanding on natural resource governance further and define our future pathway this Term of Reference (MoU) is signed with Fakir Mohan University specifically to develop learning modules and protocols on community forest resource management, engage with researchers, scholars and academicians to build scientific evidence-based documents on forest and natural resource management, improve the use of evidence in policy and practice and promote research-based policy engagement.

Objectives
Specific Objectives of this MoU are

- Conduct action and policy research and documentation on forest governance and community-based forest management
• Provide platform for research students, scholars of different departments for internship programme on specific themes/domain areas
• Develop learning materials/modules on sustainable management of forest & natural resources using traditional knowledge systems
• Organize seminars, workshops, discussions with students, academicians, domain experts

Key Tasks

1) Internship Programme

Vasundhara will provide platform to engage students, research scholars of various departments under Fakir Mohan University (as mentioned at Point B) for internship programme on the following themes as mentioned below:

A. Topics/Themes to be covered
• Ecology and Tribal Way of Life ("Jal, Jungle, Jamin: The Adivasi way of life")
• Indigenous Knowledge Systems and traditional practices of tribal communities and natural resource governance (conservation and management practices)
• Tribe specific and Area Specific Traditional Heritage Agricultural Systems (THAS) and other practices which have a potential of development and replication keeping in view of productivity and response to climate change
• Promotion of biodiversity and conservation of natural resources: Protection of Sacred Groves and other conservation and management practices
• GIS based Mapping of Minor Forest Produces, Value Chain Analysis and Marketing
• Sustainable development and Climate Change

B. Departments to be covered
• Department of Anthropology
• Department of Sociology
• Department of Zoology
• Department of Botany
• Department of Life Sciences
• Department of Geography
• Department of Population Studies
• Department of Economics
C. Duration of the Each Batch of Internship:

The Internship Programme will range for a duration of two weeks to three months based on the course work of the research students

- 15 days
- 30 days (One Months)
- 90 days (Three Months)

D. Logistics and Travel for Internship Programme

Logistics and travel cost of the Interns for the field work will be borne by Vasundhara. Certificate for the Internship Programme will also be issued to the students by Vasundhara.

II. Research & Documentation

Fakir Mohan University through its different departments extend technical support to Vasundhara in developing the following

I. Development of Ethno Biodiversity Dictionary integrating biodiversity, traditional knowledge and public health

II. Development of protocols on community forest resource management and governance;

III. Establishment of Traditional Knowledge Digital Library (Tkdl) and extend support in international recognition and protection of Traditional Knowledge system from biopiracy (Making the TK and resource IPR protected)

IV. Development of Learning materials (Modules) on sustainable management of Medicinal plants, preparation of herbarium of medicinal plants and Training of community members (women and youth in particular)

V. Development of protocols for the conservation and extraction of medicinal plants in selected pockets of Odisha;

VI. Documentation of traditional knowledge associated with forests and forest biodiversity;

VII. Building capacity of traditional healers and members of the Gram Sabha on the management of medicinal plants and herbs.

VIII. Extend technical support to communities/Gram Sabhas for preparation of their People's Biodiversity Register
Expected Outcome:

Deliverables
- Internship Programme operational and at least two batches of interns (10 students in each batch) complete their internship course on an annual basis
- Learning materials (Modules) on sustainable management of Medicinal plants, preparation of herbarium of medicinal plants developed
- Sustainable community forest management protocols developed
- Protocols for the conservation and extraction of medicinal plants in selected pockets of Odisha developed
- People's Biodiversity Registers developed in selected Gram Panchayats of Odisha
- Photo Handbook of traditional knowledge of forest communities/tribals associated with forests and forest biodiversity

Duration of assignment

The MoU is for a period of 36 months (Three Years) starting 6th July '23 to 5th July '26. The extension of the duration may be done through mutual agreement.

Financial Arrangement

The MoU is a non-financial MoU between Vasundhara and Fakir Mohan University.

Other Terms & Conditions
- That the partnership covered by this MOU shall terminate upon completion of the agreed upon period. The agreement may also be terminated with a written one month notice from either side.
- That Both parties assume that this agreement does not go against the rules and regulations of the State Government or the Government of India.
- The Intellectual Property Rights of all work product, contents created and work done out of this association will be shared by both parties. All literature, documentation, data, reports, charts, findings, utility models, analysis and observations in whatever form and memorized howsoever gathered,
documented, created or generated in whatsoever form during the course of the assignment shall be jointly shared by both parties.

- No provision of this agreement shall in any way inure to the benefit of any third party so as to constitute such party as a third-party beneficiary of this agreement or any one or more of the terms hereof, or otherwise give rise to any cause of action in any party not a Party hereto.

- The terms and provisions in this MOU also apply to any subsequent Addendum to this agreement, if needed. This Agreement shall be amended by written mutual consent of both the Parties.

- Any dispute, difference arising out of or in connection with this Agreement, not settled by mutual agreement of the Parties invoked within 30 days after a Party is provided written notice for settlement thereof shall be referred to arbitration of a sole arbitrator jointly appointed by the Parties under the Indian Arbitration and Conciliation Act of 1996. This Agreement shall be governed and construed in accordance with the laws of India and subject to the jurisdiction of Courts in Bhubaneswar.

IN WITNESS WHEREOF, the parties hereto have executed this MOU on the 6th July 2023.

For:

**Vasundhara**

[Signature]

Executive Director
Date:
Contact Number

For:

**Fakir Mohan University**

[Signature]

Registrar
Date 6/7/2023
Contact Number

[Signature]

Registrar
Fakir Mohan University
Vyasavihar, Balaore
Date 6/7/2023
Witness Chanam PG Lemir.